

**By signing below, I represent and certify that I am submitting a binding Offer and am authorized to bind the Offeror to fully comply with the Solicitation to which I submit this Offer. I acknowledge that I have received, read, and understood the entire solicitation document packet sections, including any addenda issued, and agree to be bound by its terms. I understand and agree that Offers submitted with incomplete and/or unsigned Offer Sheets will not be considered and will be rejected as non-responsive.**

**By submitting this Offer, I certify the following statements are true now and will be for the term of any resulting contract:**

1. That my firm and its principals (collectively “we” or “us”) are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.
2. That we have not in any way directly or indirectly:
  - a. Colluded, conspired, or agreed with any other person, firm, corporation, Proposer or potential Proposer to the amount of this Proposal or the terms or conditions of this Proposal.
  - b. paid or agreed to pay any other person, firm, corporation Proposer or potential Proposer any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Proposal or the Proposal of any other Proposer.
3. That we have not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, we have not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Proposers, so as to have an unfair advantage over other Proposers, provided that we may have provided relevant product or process information to a consultant in the normal course of its business.
4. That we have not participated in the evaluation of Proposals or other decision making process for this Solicitation and, if we are awarded a Contract, no individual, agent, representative, consultant, subcontractor, or sub-consultant associated with us, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that we may have provided relevant product or process information to a consultant in the normal course of its business.
5. In accordance with Chapter 176 of the Texas Local Government Code, that we:
  - a. do not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income
  - b. have not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$100

in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror; and

c. do not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.

6. Pursuant to City Council Resolution No. 20191114-056, we are not currently and will not during the term of the Contract engage in practicing LGBTQ+ conversion therapy; referring persons to a healthcare provider or other person or organization for LGBTQ+ conversion therapy; or Contracting with another entity to conduct LGBTQ+ conversion therapy. If the City determines in its sole discretion that we have, during the term of the resulting Contract, engaged in any such practices, the City may terminate this Contract without penalty to the City.
7. Pursuant to Texas Government Code §2271.002, we verify that we do not boycott Israel and will not boycott Israel during the term of the resulting contract.
8. Pursuant to Texas Government Code Chapter 2274, we verify that if we have remote or direct access to communication infrastructure systems, cybersecurity systems, the electric grid, hazardous waste treatment systems, or water treatment facilities as a result of any City contract, that we are not owned by or the majority of stock or other ownership interest of our firm is not held or controlled by:
  - a. individuals who are citizens of China, Iran, North Korea, Russia, or a Governor-designated country; or
  - b. a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a Governor-designated country; or
  - c. headquartered in China, Iran, North Korea, Russia, or a Governor-designated country.
9. Pursuant to Texas Government Code Chapter 2274, we verify that, if we have 10 or more full-time employees:
  - (1) we do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
  - (2) will not discriminate during the term of the resulting contract against a firearm entity or firearm trade association.
10. Pursuant to Texas Government Code Chapter 2274, we certify that, if we have 10 or more full-time employees: (1) we do not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

Company Name:

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Company Address:

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City, State, Zip:

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City Vendor Registration No.

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Printed Name of Officer or Authorized Representative:

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Title:

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Signature of Officer or Authorized Representative:

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Date:

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Email Address:

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Phone Number:

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### ACCEPTANCE BY THE CITY

**For City Staff only.** The City will complete and sign this section only if the City accepts the Offer.

Contract Number: \_\_\_\_\_

Printed Name of City's Authorized Procurement Staff: \_\_\_\_\_

Title of City's Authorized Procurement Staff: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**ACCEPTANCE:** The Offer is hereby accepted. Contractor is now bound to sell the materials or services specified in the Contract.

## NONRESIDENT BIDDER PROVISIONS

**Instruction.** Offerors shall read and checking the applicable boxes in response to both certifications below.

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☐ **YES** ☐ **NO**      **OFFEROR HEREBY CERTIFIES**

(Check One)      Offeror **IS (YES)** or **IS NOT (NO)** a Nonresident Bidder in accordance with Texas Government Code Ch. 2252.002.

If "Yes" is checked, provide the name of the state where  
Nonresident Bidder's Principle Place of Business is located.

**(State)**

☐ **YES** ☐ **NO**      **OFFEROR HEREBY CERTIFIES**

(Check One)      Offer **INCLUDES (YES)** or **DOES NOT INCLUDE (NO)** Equipment, Supplies and/or Materials in accordance with Texas Government Code Ch. 2252.002

If "YES" is checked, provide the name of the State where majority  
of the Equipment, Supplies and/or Materials were manufactured

**(State)**

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**Reciprocal Preference.** In accordance with Texas Government Code Ch. 2252.002 (see below), the City must apply a reciprocal preference to a Nonresident Bidder's offer, consistent with the applicable preference granted by the state of the Nonresident Bidder's principal place of business. The City will also apply a reciprocal preference to a Resident Bidder or Nonresident Bidder's offer, consistent with the applicable preference granted by the state where the majority of the equipment, supplies and/or materials were manufactured.

**Resident bidder.** An Offeror whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

**Nonresident Bidder.** An Offeror that is not a Resident Bidder.

**Statute:** <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm>

## LOCAL PRESENCE CERTIFICATION - OPTIONAL

**Instruction.** Offerors wishing to claim Local Presence shall read and acknowledge this certification by checking the applicable box and providing the physical address below.

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### OFFEROR HEREBY CERTIFIES

Offeror's **HEADQUARTERS** or a **BRANCH OFFICE** is within the Austin Corporate City Limits.

☐ **HEADQUARTERS**

Offeror's Physical Address.

☐ **BRANCH OFFICE**

(Physical Address of Offeror's Headquarters or Branch Office)

(Check One)

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Do you employ anyone at the location checked above who is a resident of the City of Austin?

☐ **Yes**

☐ **No**

(Check One)

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**Benefit to the City.** In accordance with Resolution No. 20140807-113, Council has determined that contracts awarded to local companies that provide employment to Austin residents are an economic benefit.

**Local Presence.** Offerors may claim Local Presence if at least one (1) of the following are located within the Austin Corporate City Limits, employing residents of Austin.

1. Headquarters; or
2. Branch office.

**Austin Corporate City Limits.** The City of Austin's Full Purpose Jurisdiction, not including the City's Extraterritorial Jurisdiction.

**Headquarters.** The Offeror's administrative center where most of the company's important functions and full responsibility for managing and coordinating the business activities of the firm are located.

**Branch Office.** A company office other than the Offeror's headquarters, that has been in place for at least five (5) years.